

COLLECTIVE AGREEMENT

BETWEEN :

PERIMETER AVIATION LP



(hereinafter referred to as the "Company")

AND

UNIFOR and its LOCAL 2002



(hereinafter referred to as the "Union")

PILOTS

Effective: February 10, 2017 – February 10, 2022

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PREAMBLE

This Agreement (the “Agreement”) is entered into between Perimeter Aviation LP (the “Company”) and the Pilots in the service of the Company represented by Unifor, Local 2002 (the “Union”).

The Company, the Union and the Pilots recognize and agree that in order to provide maximum opportunities for continued employment and in order to continue to provide good wages and working conditions, the Company must always be in a strong competitive market position. This means that the Company, the Union and the Pilots must always recognize the objectives of promoting the safety of air transportation, the efficiency of flight operations and the high quality of customer service. The Company and the Union further recognize that the maintenance of a spirit of cooperation in compliance with the terms set forth herein is desirable. In addition, both parties wish to advance the corporate goals of the Company together with the individual goals of the Pilots as represented by the Union and to do such things as may be reasonably required to promote safe, efficient and productive operations.

Pilots will keep uppermost in their minds that the safe, efficient and comfortable operation of the equipment assigned to them and the safety, comfort and well-being of the customers who entrust their lives and property to the Company and its Pilots are their first and greatest priority. Pilots will at all times conduct themselves, both on duty and off, so as to instill and merit the confidence and respect of customers, the Company and their fellow employees.

OBLIGATIONS

During the term of this Agreement, the Parties undertake to comply fully with the procedures set out in this Agreement and the Canada Labour Code with respect to the peaceful settlement of disputes. The Union undertakes not to call for a strike or work stoppage and the Company undertakes not to engage in any lock-out.

There shall be no discrimination on the basis of any prohibited ground set out in the Canadian Human Rights Act, nor for membership in the Union or participation in Union functions and activities, nor for the proper exercise of a Pilot’s rights, responsibilities, and obligations under the Canadian Aviation Regulations (CARs).

ARTICLE 1. – GENERAL SCOPE

1.1. Recognition

1.1.1. In accordance with the certification issued 3rd day of May, 2016 by the Canada Industrial Review Board, the Company recognizes Unifor as the sole bargaining agent for the Pilots in the employ of the Company, excluding safety officer, training officer, chief flight instructor, chief pilot and those above.

1.2. Flying of Company Aircraft

1.2.1. Only Pilot(s) whose name(s) appear on the Pilot Seniority List (PSL) or those pilots listed in Article 6 of this Agreement shall be assigned to scheduled and unscheduled revenue flights on Union-designated aircraft except as otherwise permitted or specified in this Agreement. Such assignments shall be in accordance with the terms and conditions of this Agreement.

1.2.2. Management pilots may be included on the published Dash 8 and Metro pilot schedules, provided that in a month Management pilots, as a group, are not assigned more than eight (8) Duty Days per each of the First Officer and Captain seats, per each of the aircraft types and per each of the aircraft type base schedules and provided that their inclusion does not prevent upgrades or the creation of new positions. Any Flight Hours scheduled for a Management pilot in excess of those set forth herein shall receive the consent of the Union.

1.2.3. In addition to the monthly Duty Days referred to in Article 1.2.2, Management pilots may perform flight duties:

- (a). in order to fill the monthly schedule when insufficient qualified Pilots have indicated a willingness to work in excess of the days set out in Article 3.2.1, provided this does not prevent upgrades or the creation of new positions;
- (b). in order to cover any flight or flight block when no qualified Pilot has indicated a willingness to work on the monthly willing to work sheet;
- (c). to relieve a scheduled Pilot of a flight or flight block where:
 - (i) the flight is used for the purpose of a line check;
 - (ii) the originally scheduled Pilot is displaced by the Management pilot for the period the Management pilot is flying.

1.2.4. Notwithstanding the above, the Company retains the right to enter into wet leases on a temporary basis, due to lack of suitable aircraft or pilots,

for reasons beyond the Company's control, provided that it does not do so for the purpose of furloughing Pilots. The Company will consult with the Union before determining the duration of any temporary wet leases and any extensions thereto.

- 1.2.5. Pilots shall devote their entire professional flying service to the Company, and shall not engage in any other professional flying or private flying without prior written authorization from the Company, which authorization shall not be unreasonably withheld by the Company. A Pilot who has received such authorization shall advise the Chief Pilot, prior to his next flight for the Company, of all other professional flying and private flying engaged in by the Pilot and the flight hours involved since his last flight for the Company.
- 1.2.6. All Pilots are required to maintain, at their own expense, a valid passport issued by Canada or their country of citizenship.
- 1.2.7. All new Pilots shall obtain, within six (6) months of their date of Company Pilot Proficiency Check (PPC) on medevac-capable aircraft, a valid Manitoba Health Medevac License. The Company will pay the cost of the Manitoba Health Medevac License.

1.3. Issuance of Agreement

- 1.3.1. The Company shall, no later than thirty (30) calendar days after signing this Agreement, electronically distribute this Agreement to the Pilots.
- 1.3.2. Any problems that arise during the term of this Collective Agreement may be discussed between the Company and Union and any amendments arising from such discussion will be made in writing by mutual agreement between the Company and the Union. These amendments to the current Collective Agreement will be printed and distributed to all Union members with the cost to be shared equally by the Company and the Union.
- 1.3.3. The Company agrees to electronically distribute all current Letters of Understanding to all Pilots on a one-time basis concurrent with Article 1.3.1 and all future Letters of Understanding within thirty (30) calendar days from their respective signing dates.
- 1.3.4. Any reference to "in writing" includes by email or digital copy.

1.4. Gender

- 1.4.1. It is understood that any references contained within this Agreement to the masculine gender shall also pertain to the feminine gender. Any references to the singular shall also pertain to the plural where appropriate.

ARTICLE 2. – MANAGEMENT RIGHTS

2.1. General

- 2.1.1. The Union recognizes that the Company has the sole and exclusive right to determine all matters pertaining to the management of the Company, its affairs and the direction of employees, except as otherwise specifically limited by the express provisions of this agreement.
- 2.1.2. For greater certainty, but without limiting the generality of the foregoing, it is the Company's sole and exclusive right to hire, promote, discipline and discharge in order to maintain the safety and efficiency of its employees. It is understood that the methods to be followed, equipment to be used, location of facilities, the stations and offices, scheduling of flights, building of crew schedules, determining of flight assignments, the services of equipment, and the subcontracting of any of the above items are the sole and exclusive functions and responsibilities of the Company unless otherwise specified in this Agreement.
- 2.1.3. The Company acknowledges that it shall exercise its management rights fairly, in good faith and in a manner consistent with this Agreement as a whole.

ARTICLE 3. – COMPENSATION

3.1. General

- 3.1.1. Except as otherwise provided in this Agreement, Pilots will be paid based an annual salary as set out in Schedule 1.
- 3.1.2. If a Pilot is temporarily assigned by the Company to a different flying position on any aircraft flown by the Company, except where such assignment is as a result of a disciplinary or non-disciplinary demotion, he will be paid the greater of either his current rate of pay or the rate of pay applicable to the different position.
- 3.1.3. (a) Each Captain shall be paid \$90.00 per day (which will increase by one and one-half percent (1.5%) effective on each of February 10, 2017, February 10, 2018, February 10, 2019, February 10, 2020, and February 10, 2021 in addition to regular salary for each day he performs Line-Indoctrination, which will include a day on which the Captain conducts a line check at the direction of the Company. No

overtime will be payable with respect to such amount. The Chief Pilot shall determine which Pilots may perform Line-Indoctrination duties.

(b) Each Captain shall be paid \$130.00 per day (which will increase by one and one-half percent (1.5%) effective on each of February 10, 2017, February 10, 2018, February 10, 2019, February 10, 2020, and February 10, 2021 in addition to regular salary for each day he conducts simulator training, ground training or flight training at the direction of the Company. No overtime will be payable with respect to such amount. The Chief Pilot shall determine which Pilots may conduct simulator training, ground training and flight training.

3.1.4. The pay transition for Pilots receiving a change in status, except where such change is as a result of a disciplinary or non-disciplinary demotion, shall be effective on the date the Pilot assumes the new status after his completion of Line- Indoctrination in respect of the new Status.

3.1.5. Notwithstanding Article 3.1.4, where a downgrade of a permanent position is required for operational and/or safety reasons, the Company will provide written notice to the Pilot unless this downgrade is the result of the failure of a check ride, line check, or accident or incident. Should that downgrade position pay less than the Pilot's current position, this change in pay will take effect on the tenth day in the new position.

3.1.6. (a) Captains and First Officers who hold a cross trained position and are qualified to fly at least two types of Company aircraft in a calendar month will be paid the applicable multi-type pay for that calendar month. Any pilot who does not hold a cross trained position and flies two different Company aircraft types at the request of the Company in any month will also be paid the applicable multi-type pay for that month only.

(b) Pilots who qualify for multi-type pay in accordance with Article 3.1.6(a) shall be paid at the higher of the rate of pay for the Flight Assignment scheduled for the day and the rate of pay for the Assignment performed that day. The scheduled Flight Assignment shall refer to the Flight Assignment that is assigned to the Pilot by 2000 hours on the day preceding the applicable day.

(c) Pilots who accept a Flight Assignment on a scheduled day off will be paid at the rate of pay applicable to the accepted Flight Assignment.

- (d) A Captain who accepts a flight assignment on a scheduled day off to perform duty as a First Officer will be paid the applicable Captain rate provided the Captain is qualified to act as Captain on the type he is operating.
- 3.1.7. Any pay discrepancies, for which the Company is at fault, fewer than one hundred dollars (\$100) will be paid on the next regular pay. Any discrepancies over this amount will have a separate cheque issued within three (3) business days of the discovery of the discrepancy.
- 3.1.8. Captains who have not satisfactorily completed the ATPL exams may be scheduled by the Company as an Unrestricted Pilot; however, such Captains will be paid at the Restricted pay level under Article 3.2 until such time as they have provided satisfactory proof to the Company that they have successfully completed the ATPL exams. The Captain will be paid at the Unrestricted level upon successful completion of both the ATPL exams and initial line check in a turbine Captain position. In no event will a Captain be paid at the Unrestricted rate for any period during which he had not yet successfully completed both the ATPL exams and initial line check in a turbine Captain position.
- 3.1.9. Pilots on a day off will be paid twenty-five dollars (\$25.00) for their attendance at group meetings which they are requested by the Company to attend. This constitutes compensation in full for such attendance. Pilots on a day off will not be required to perform working duties nor requested to perform working duties at such meetings. Attendance at such meetings will not be considered as time worked for the purpose of overtime or count towards the Pilot's monthly work days. The Company will endeavour to schedule no more than four (4) such meetings per calendar year. Pilots on a day off who choose not to attend meeting(s) will not be entitled to the \$25.00 compensation but must, prior to its expiry date, view/read/acknowledge the video, memo, or minutes from said meeting that will be posted on the Company learning management system.
- 3.1.10. All full-time non-managerial Pilots represented by the Union will be included in any bonus programs in place by the Company on at least the same level as any other non-managerial Company employee. Bonuses are paid at the discretion of the Company. Part-time Pilots will not be included in any bonus programs in place by the Company, except at the discretion of the Company.

- 3.1.11. Pilots who leave the employ of the Company and are later re-hired will resume their rate of pay at the time of resignation; however, seniority will be governed by the provisions of this Agreement.
- 3.1.12. Pilots are entitled to medevac pay if they perform a medevac on a non-medevac shift at the direction of the Company.
- 3.1.13. All Pilots will be required to submit completed payroll time sheets to the Chief Pilot or his designate on the first business day of the calendar month following the calendar month to which the time sheets relate. Failure of a Pilot to submit his time sheets by the deadline may result in the Pilot having to wait until the next regular payroll to receive his monthly pay adjustment. Any changes or adjustments made to a Pilot's time sheet shall be forwarded to the affected Pilot no later than the issuance of the Pilot's pay stub.

3.2. Salary Matrix

The salaries payable to Pilots shall be those set forth in the salary matrix (Schedule 1) attached hereto and forming part hereof.

NOTE: For the purposes of placement and progression on the Dash 8 wage scale, time served as an Unrestricted Turbine Captain (based on line check date for restricted airports, not unrestricted pay level) on Company turbine aircraft will be considered as time served in the applicable Dash 8 position. More specifically, for turbine Captains hired as Dash 8 First Officers, the original date of Unrestricted turbine Captain status shall be used to determine their salary level as a Dash 8 First Officer (Tier 1) and, in the event that they are upgraded to Dash 8 Captain, as a Dash 8 Captain.

NOTE: For the purposes of placement and progression on the Dash 8 wage scale, turbine First Officers hired as Dash 8 First Officers will be paid according to the Tier 2 wage scale based on their time on the seniority list.

- 3.2.1. All Pilot salaries referred to in this Article 3.2 (except those applicable to Bag Run, Southern and Medevac) are minimum annual salaries based on working sixteen (16) days in each calendar month. Bag Run and Southern Captain minimum annual salaries are based on working five (5) days in each calendar week. Full-time Medevac annual salaries are based on working seven and one-half (7.5) consecutive days, followed by six and one-half (6.5) consecutive days off on a rotating schedule.

- 3.2.2. A flight assignment on the monthly schedule that spans two (2) calendar days will be considered as two (2) full separate work days for the purpose of scheduling and the payment of compensation in addition to the applicable salary.
- 3.2.3. A Pilot who elects to work more than the applicable maximum number of days set forth in Article 3.2.1 or more than the number of days scheduled by the Company will be provided with pay in addition to the applicable salary, based on the following:
- (a). for each day of work equal to seven (7) hours or more worked by the Pilot in addition to the maximum number of days set forth in Article 3.2.1 or the number of days scheduled for the Pilot by the Company, the Pilot shall be paid a full day of pay at one and one-half (1.5) times the regular rate of pay for one (1) day of such work;
 - (b). for each day of work equal to less than seven (7) hours worked by the Pilot in addition to the maximum number of days set forth in Article 3.2.1 or the number of days scheduled for the Pilot by the Company, the Pilot shall be paid one-half (1/2) days of pay at one and one-half (1.5) times the regular rate of pay for one-half (1/2) day of such work; and
 - (c). for a Pilot on a full-time medevac rotating schedule who is entitled to pay under this Article 3.2.3 for work performed in between scheduled medevac rotations, the regular rate of pay for the purposes of (a) and (b) above will be the medevac rate of pay.
- 3.2.4. A Pilot whose duty hours exceed the standard weekly hours of work in an averaging period (i.e., 40 X number of weeks in the averaging period) will be provided with overtime pay for each duty hour that exceeds the standard weekly hours of work in the averaging period, excluding those duty hours for which the Pilot has received overtime pay under Article 3.2.3. For the purposes of determining the applicable overtime rate for each such Duty Hour:
- (a). the Pilot's regular hourly rate for each duty hour is equal to annual salary / 2080; and
 - (b). therefore, the Pilot's overtime hourly rate for each duty hour worked by the Pilot on any day in excess of the applicable number of days set forth in Article 3.2.1 or on any day in addition to the number of days scheduled for the Pilot by the Company is equal to annual salary / 2080 X 1.5.

- (c). For averaging of hours purposes only, a half-day of overtime represents five (5) hours of work and a full day of overtime represents ten (10) hours of work.

The Company and the Union have agreed that an averaging-period shall consist of 13 weeks, which averaging-period may be reduced by mutual agreement in writing between the Company and the Union.

- 3.2.5. For the purposes of Articles 3.2.3 and 3.2.4 above, the duty hours for Bag Run Pilots shall be deemed to be one-half (1/2) of their duty period, in recognition that Bag Run Pilots work one-half (1/2) of their scheduled duty period.
- 3.2.6. There shall be no pyramiding, duplication or compounding of overtime or premiums or any other benefits under this Agreement.
- 3.2.7. A duty period will start prior to the scheduled departure time in accordance with the applicable CARs:
 - i) Operating on a normal scheduled flight 60 minutes
 - ii) Operating on a charter flight 60 minutes
 - iii) Deadheading 45 minutes or the traveling Airlines check-in requirement, whichever is greater
 - iv) Training Required report time; or
 - v) If the Company directs the Pilot to perform duties prior to the applicable time set out in 1), ii), iii) or iv) above, when the Pilot commences the performance of such duties

A duty period will end after the termination of a flight in accordance with the applicable CARs.

- 3.2.8. If requested by the Company, a Pilot may elect to work more than the applicable number of days set forth in Article 3.2.1. and will be compensated as per Article 3.2.3
- 3.2.9. A Pilot who is scheduled by the Company to work less than the applicable number of days set forth in Article 3.2.1 shall not have pay deducted from their regular salary as a result of the Company's schedule, except where such schedule is as a result of disciplinary action resulting in a loss of pay.

- 3.2.10. Except as set out in Article 12, one (1) day's pay shall be deducted from the Pilot's regular salary where the Pilot fails to complete an assignment, attend scheduled training or is otherwise absent from work except where such failure is required to comply with Canadian Aviation Regulations (CARS) or as a result of aircraft availability.
- 3.2.11. Where a flight assignment ends on a day which is the Pilot's scheduled day off and which follows the day on which the assignment started, the Pilot will be paid in accordance with Article 3.2.3 for all duty hours worked on the Pilot's scheduled day off.
- 3.2.12. A Pilot may refuse a Flight Assignment on a scheduled day of work where it is known that the Flight Assignment will end on the Pilot's scheduled day off. However, once a Pilot accepts a Flight Assignment that will or may end on the Pilot's scheduled day off, he shall be required to complete the Flight Assignment. Notwithstanding that a Flight Assignment that is scheduled to finish between the hours of 2245 and 2345 on the Pilot's scheduled day of work is deemed to have an acceptable probability of ending between 2345 and 0045 due to operational delays, the Pilot will be required to complete such a Flight Assignment.
- 3.2.13. Pilots who accept a flight assignment(s) on a scheduled day off are required to complete all flight assignment(s) accepted by the Pilot prior to the start of the scheduled day off except as set out in Article 12. Any changes requested by the Company to the flight assignment(s) accepted by the Pilot will be completed at the Pilot's discretion.
- 3.2.14. All work in addition to the applicable number of days set forth in Article 3.2.1 must be approved by the Company. A request from Operations to complete a flight assignment will be considered "approval".

3.3. Per Diems / Expenses

- 3.3.1. Pilots are paid a per diem when they are away from their Base for more than 15 hours at the direction of the Company and are required by the Company to spend a night away from their base. The per diem rate is equal to \$48.00 (cdn funds) per overnight when staying at a residence that provides a stove and microwave and a fridge or \$68.00 (cdn funds) per overnight when not staying at a residence that provides a stove or microwave and a fridge, which rates will increase by one and one-half percent (1.5%) effective on each of February 10, 2017, February 10, 2018, February 10, 2019, February 10, 2020, and February 10, 2021.

- 3.3.2. Dash 8 Pilots who complete a two-day recurrent training block will be entitled to two days of per diems. This two-day block must include travel to/from Winnipeg, at least one training session, and one Loft/Ride within the two days in order to qualify for the second day of per diems.

Medevac Pilots who are informed that they will be Winnipeg-based prior to 12:00 (local time) on the Monday before their rotation commencing, will be entitled to a minimum of two (2) days of per diems. This is in recognition that a Medevac Pilot could be required to report to a Northern posting at any time for the duration of their rotation. Should a Medevac Pilot report to a Northern posting during their rotation, the remaining days of per diems will be paid. Medevac dispatch will provide the Pilots with sufficient opportunity to purchase groceries if their status is to be changed from Winnipeg-based to that of a Northern posting.

Medevac Pilots will be paid per diem no less than the value being paid to any member of their medevac crew, regardless of assignment or base.

- 3.3.3. Where the Company requests that a pilot relocate to Thompson/Sioux-Lookout on a long-term basis (defined as more than 6 months) and the Pilot agrees to a long-term relocation, the Pilot will be paid a one time per diem of \$900.00 in lieu of the daily per diem.
- 3.3.4. Pilots who relocate to Thompson at the request of the Company will be allowed to live in Company accommodation for their first sixty (60) days in Thompson on a rent-free basis.
- 3.3.5. Per diems are currently considered as non-taxable reimbursements. Should this interpretation be changed by the Canada Revenue Agency or any competent court or tribunal, the Company will be under no obligation to reimburse pilots for any costs incurred by them as a result of the change in interpretation.
- 3.3.6. The Company will cover the cost of the Transport Canada medical processing fee while the Pilot is in the employ of the Company and has not submitted his resignation, which medical will be completed at intervals required by the CARs. For Part-time pilots, the Transport Canada medical fee payment will be handled on an individual basis at the Company's discretion. The Company will also cover the cost of the Doctor's medical fee to a maximum of \$160.00 for the medical and \$40.00 for the ECG. The Company will require applicable receipts to be submitted within ninety (90) days of the invoice date.

- 3.3.7. In accordance with the Company's Electronic Flight Bag (EFB) program, the Company will cover the costs of all Canada Air Pilot and/or Jeppessen chart subscriptions required for all Pilots while in the full-time employ of the Company and will obtain and distribute all pertinent publications in a timely manner. It will at all times be the responsibility of the Pilot to ensure the currency of his publications prior to each flight. Also in accordance with the Company's Electronic Flight Bag (EFB) program, Pilots while in the full-time employ of the Company will be provided with an iPad or other tablet chosen by the Company together with the associated software and required Canada Air Pilot downloaded to the ForeFlight App.
- 3.3.8. A Pilot who starts his Duty Period with a scheduled end time of 1900 or earlier and is assigned and will complete an additional flight departing Winnipeg or Thompson/Sioux Lookout at or after 1700 will be provided a meal allowance of fifteen dollars (\$15.00) provided that the Pilot includes such meal allowance on the appropriate per diem form.

ARTICLE 4. – SCHEDULING

4.1. General

- 4.1.1. The Company will issue the monthly pilot schedule at least seven (7) calendar days prior to the start of the calendar month to which it relates, except that where the day that is seven (7) calendar days prior to the start of the calendar month is not a business day, the schedule will be posted no later than the business day immediately before that day.
- 4.1.2. Pilots will submit requests for days off to the Chief Pilot or his designate by means of the monthly bid sheet (Schedule 2 attached hereto and forming part hereof). The Company will make the monthly bid sheet available to Pilots by no later than 4:00 p.m. local time on the second calendar day of the calendar month prior to the calendar month to which such requests relate and Pilots will submit their requests by no later than 4:00 p.m. local time on the tenth calendar day of the calendar month prior to the calendar month to which such requests relate. Where either the second calendar day or the tenth calendar day fall within a weekend, the first Monday following the weekend (or business day in the case of a holiday) will be substituted in its place. The Company will, subject to the requirements and efficiency of operations, make reasonable efforts to accommodate employee requests for days off on the basis of seniority.

- 4.1.3. All trading of work days at the request of Pilots shall require the approval of the Chief Pilot or his designate, which requests will not be unreasonably denied except that such trades shall not be approved where the request is made due to personal differences or conflict with another Pilot or any other employee of the Company. Such trading of work days shall not result in any additional cost to the Company (excluding Line-Indoctrination pay) and no overtime, extra pay, additional pay or multi-type pay shall be payable as the result of such trading of work days. When a Pilot agrees to trade work days with another Pilot, he is responsible for all flights that the Pilot he traded with would have been responsible for during that work day.
- 4.1.4. The Company reserves the right to make changes to flights and corresponding changes to the Pilot schedule when required by operational circumstances. The Union Executive will be advised of such changes as early as possible, and the Union Executive and the Company will work together to minimize the impact on Pilots.
- 4.1.5. The Company will maintain a monthly “willing to work sheet”. Pilots who wish to work more than the days referred to in Article 3.2.1 shall indicate this on the willing to work sheet by adding their name, seniority number and the aircraft types they are qualified to fly.
- 4.1.6. Pilots holding previous or current positions within other areas of the Company will not be required to fulfill duties other than those set out in this Agreement in order to meet the days set out in Article 3.2.1.
- 4.1.7. Dispatch shall not interrupt a Pilot’s minimum rest period in order to assign him duty nor will a Pilot be required to contact the Company during his minimum rest period. The minimum rest period for a shift immediately following a day off will be considered as the ten (10) hours preceding the commencement of the shift.
- 4.1.8. A Pilot who qualifies for multiple type rating pay according to Article 3.1.6 shall fly any aircraft for which he is type rated regardless of the Pilot’s original flight assignment.
- 4.2. Maximum Days of Work**
- 4.2.1. Given the irregular distribution of hours of work that is necessitated by the nature of our industry, the Company will continue to average hours of work, which averaging will be discussed and agreed to by the Union.

- 4.2.2. The Company will not schedule a Pilot for more than the applicable days set out in Article 3.2.1 unless the Pilot volunteers to work more as indicated on the monthly bid sheet referred to in Article 4.1.5.
- 4.2.3. Pilots may, subject to the maximum duty day limitations of the Canadian Aviation Regulations (CARS) (including but not limited to provisions relating to extended duty days, delayed reporting times, split duty day and unforeseen circumstances), be required by the Company to work beyond their scheduled end time, whether or not such additional work is continuous with their scheduled end time, provided that the additional work can be completed within the same duty day. This additional work will not result in any additional compensation to the Pilot except as otherwise set out in this Agreement. The Company's Operations Centre is not required to release a Pilot after the last scheduled flight if there is a reasonable expectation of additional flights commencing within the same duty day.
- 4.2.4. The Company may change a Pilot's scheduled start time by notifying the Pilot by voice mail or message left at the Pilot's designated contact numbers (maximum two (2) contact numbers) of the change by no later than 2000 hours local time on the calendar day prior or, in the absence of such notice, with the agreement of the Pilot, except that Pilots who are flying on the evening before a scheduled shift shall contact the Company's Operations Centre upon landing in order to confirm their start time and assignment for the following calendar day and except that a Pilot's scheduled start time on the first day back from vacation will not be amended to an earlier start time than that on the published monthly schedule unless the Pilot agrees to such change. It is the Pilot's responsibility to provide the Chief Pilot or designate with the Pilot's designated contact number(s). Means of communication should be made in accordance with Article 4.8.

4.3. Schedule Construction Guidelines

- 4.3.1. The schedule will be constructed ensuring all operational requirements of the Company are met. This will take into account the qualifications and availability of the Pilots, their seniority and schedule preferences, while adhering to the scheduling provisions of this Agreement.
- 4.3.2. Where practical, Pilot requests for days off will be awarded according to seniority, except that vacation periods, training, check rides and Flight Assignments for Line-Indoctrination will be placed on the Pilot's schedule before any other Pilot requests for days off are considered.

4.3.3. The Company will consider the following, as set out in the order below, when constructing the monthly schedule:

- Vacation awarded on the yearly vacation bid
- Training (sim, flight training, classroom training)
- CAR's required days off for time free from duty
- Line Indoctrination Training
- Vacation assigned any point after the yearly bid
- Pilots requested days off

The Captains' schedule will be constructed before the First Officers' schedule.

4.3.4. The Company will not schedule a non-medevac Pilot away from the Pilot's base for more than five (5) consecutive calendar days without the approval of the Pilot.

4.3.5. All days of work away from the Pilot's base including travel days, provided that the Pilot fulfills all assignments given to him by the Company, are to be considered a full day of work for the purpose of determining the number of days worked by the Pilot unless indicated otherwise in this Agreement.

4.4. Scheduling Problems / Errors and Changes

4.4.1. Should problems arise during the scheduling process and all scheduling guidelines have been followed, the Union representative and the Chief Pilot or his designate will meet and agree on how the problem will be resolved.

4.4.2. Where Pilots are affected by errors in the published schedule and/or minor changes are required after the commencement of the period covered by the schedule, they will be notified by the Chief Pilot or his designate of the effects.

4.4.3. The Company agrees that major changes to the published Pilots schedule will be discussed with the Union prior to the Company's implementation of such major changes.

4.5. Training

4.5.1. A Pilot may be assigned to training at any time on any scheduled work day except as set out in Article 4.5.2.

- 4.5.2. The Company will provide to a Pilot a minimum of five (5) days' notice of a simulator session where the session is for the purpose of performance evaluation.
- 4.5.3. All scheduled classroom, simulator or flight training days, including any associated travel days, will be considered as a full day of work for the purpose of determining the number of days worked by the Pilot provided that the Pilot fulfills all assignments given to him by the Company during such days.
- 4.5.4. Pilots are required to report for training with their Company uniform on hand and, in addition to the training assigned to them, are required to perform all non- training flight duties assigned to them on a training day.
- 4.5.5. All scheduled classroom, simulator or flight training days at the Pilot's base will be considered a full day of work.
- 4.5.6. Whenever on-line training is assigned, it must be completed before its expiry. On-line training shall be completed during Standby and Spare or work days where no flight duty is assigned and, subject to Article 4.5.7, no overtime will be paid for time spent on the completion of on-line training. The Company will make available the equipment necessary to complete the on-line training including but not limited to functioning computer with appropriate software.
- 4.5.7. Pilots able to provide satisfactory proof to the Chief Pilot of inability to complete online training during scheduled Work Days will be compensated as per Article 3.2.3.
- 4.5.8. The Company will pay for Company type-ratings, pilot proficiency checks (PPC) and IFR proficiency checks.
- 4.5.9. In the event that a Pilot fails to report for a scheduled training day except for reasons outlined in Article 12 and such failure results in the loss of the Pilot's qualifications or currency, the Pilot will be suspended without pay until he has re- acquired the qualifications or currency.
- 4.5.10. One day per year will be scheduled for aircraft ground training and / or recurrent on-line training. The Company has right to require the Pilot to be on Company premises for this day.

4.6. Spare Coverage

- 4.6.1. The Company may schedule Spare Pilots to handle potential flight changes. Spare coverage is not considered a day off with regard to time free from duty.
- 4.6.2. The Company will notify Spare Pilots, on the evening prior to the calendar day for which they are scheduled as Spare, if they are assigned flights for that calendar day. The Pilot is still considered “on spare” even when the Pilot is assigned a flight the previous day.
- 4.6.3. A Spare Pilot shall report for duty within sixty (60) minutes of being notified by the Company that he is required to report.
- 4.6.4. The on-call period will begin at 6:30 am and continue until 3:00 pm, which period may be amended by the Chief Pilot after consultation with the Union. Spare Pilots are to be available at all times during this on-call period.
- 4.6.5. Two (2) Company calls for operational duty shall be made to a Spare Pilot, if necessary. Such calls will be made fifteen (15) minutes apart. If the Spare Pilot is not contacted after two (2) calls, he will be deemed to be unavailable and may be subject to disciplinary action including, but not limited to, loss of pay.
- 4.6.6. Subject to the requirements and efficiency of operations, where more than one (1) Spare crew has been scheduled on a given day, the crews will be used in order starting with Spare 1 (or as qualified).
- 4.6.7. A calendar day on which a Pilot is scheduled as a Spare will be considered a day of work for the purposes of Articles 3.2.1 and 3.2.3 but hours scheduled as a Spare on such calendar day will not be considered as duty hours for the purposes of Article 3.2.4 unless the Pilot completes a flight assignment on that calendar day at the direction of the Company.

4.7. Assignment of Flights

- 4.7.1. Where a flight assignment becomes vacant, the Company Operations Centre will, subject to the requirements and efficiency of operations and qualifications and availability of Pilots, consult the following chart in order to determine the appropriate Pilot to fill the vacancy:

1. Pilot originally scheduled for the flight (unless otherwise assigned)

2. Qualified Pilot of the same status scheduled for a flight but not flying
3. Qualified Spare Pilot of the same status scheduled that day starting with Spare 1
4. Qualified standby Pilot of the same status scheduled that day.
5. Qualified Pilot of a different status scheduled for a flight but not flying
6. Qualified Spare Pilot of a different status scheduled that day starting with Spare 1
7. Qualified standby Pilot of a different status scheduled that day.
8. Qualified Medevac Pilot of the same status scheduled that day.
9. Willing to work sheet for qualified Pilot of the same level of status in order of seniority
10. Willing to work sheet for qualified Pilot of a different status in order of seniority
11. Supervisory/management pilots.

4.7.2. In the event an overnight charter is scheduled the Company will follow Article 4.7.1 to fill the assignment. In addition, the Company will seek out and award the overnight(s) to volunteers who are already scheduled for those days and that would be willing to accept the overnight(s). Should no pilot accept, the pilot with the lowest standing seniority will be required to do the flight for the days that pilot is scheduled. The Pilot is not obligated to complete the flight assignment on a day off unless agreed to by the pilot as per Article 3.2.3.

4.8. Means of Communication

- 4.8.1. The Company will contact Pilots regarding schedule changes and assignment and alteration of duties by way of telephone. Pilots shall maintain an answering service. A voice mail message left by the Company on a Pilot's answering service will constitute sufficient notice.
- 4.8.2. Neither an unanswered telephone call nor a voicemail message notification shall constitute an interruption of rest.

ARTICLE 5. – SENIORITY

5.1. General

- 5.1.1. The Company is responsible for maintaining the Pilot Seniority List (PSL). The seniority list shall contain the names and seniority numbers of all Pilots as well as respective seniority dates. Pilots shall be assigned a seniority date within seven (7) calendar days of commencement of revenue flying following completion of Line Indoctrination.
- 5.1.2. The Pilot Seniority List (PSL) shall be updated semi-annually on September 30 and March 31 and posted on the Company intranet site. The list will be open for correction for a period of sixty (60) calendar days from date of posting, on presentation of proof by a Pilot or a representative of the Union.
- 5.1.3. Pilots who are in a position with the Company outside the bargaining unit as at the date of ratification or who are transferred to a position with the Company outside the bargaining unit after the date of ratification will retain and continue to accumulate seniority while in such position for a period of twenty-four (24) months from the date of ratification for those Pilots who are currently in a position with the Company outside the bargaining unit as at the date of ratification and for a period of twenty-four (24) months from the date of transfer for those Pilots who are transferred to a position with the Company outside the bargaining unit after the date of ratification. Following the applicable twenty-four (24) month period, such Pilots will retain but no longer accumulate seniority. When a Pilot is released by the Company from such non-bargaining unit position, he may exercise his seniority as per Article 5.2 and return to line flying in the position his seniority will allow him to hold.

5.2. Application of Seniority

- 5.2.1. Subject to the provisions of this Agreement, Canadian Aviation Regulations (CARS) and Pilot qualifications / abilities, Pilot seniority shall govern awarding of positions, furlough and recall, changes in required staffing, vacation periods and scheduling.
- 5.2.2. Seniority will accrue from and be determined by a Pilot's seniority date. This date will be the earliest of:
 - i. Date of first revenue flight with the Company;

- ii. Date of first revenue aircraft session (applicable to full-time instructors only) with the Company; or
- iii. Date of Company Pilot Proficiency Check (PPC).

5.2.3. Where two (2) or more Pilots are to receive the same seniority date under Article 5.2.2, their position on the Pilot Seniority List (PSL) will be determined by time with the Company. The higher seniority number will be awarded in order of the original start date in any other Company position (i.e. cargo, reservations, Thompson) In the event that such Pilots do not have previous time with the Company, their position on the Pilot Seniority List (PSL) will be determined by a coin toss.

5.3. Loss of Seniority

5.3.1. A Pilot will lose his seniority and be deemed to have left the employ of the Company if he:

- i. Resigns (unless provided for in Article 5.3.2);
- ii. Is discharged;
- iii. Is retired subject to mutual agreement between the Company and the Union;
- iv. Fails to return from Furlough or is not called from furlough.

5.3.2. A Pilot resigning his position in good standing, and returning to employment with the Company within 180 days from his date of resignation, can use his previously accrued term of employment to calculate a new seniority date and number. This new date would be calculated by counting back from his new date of hire an amount of time equal to his total term of service (seniority to date of resignation) prior to his resignation. This date would then be the basis of the new seniority number. The time limit of 180 days can only be extended by the express mutual consent of the Company and the Union executive.

5.4. Leave of Absence

5.4.1. A Pilot may request a leave of absence for personal reasons. (i.e. health issues, emergencies, family matters, etc.) A leave of absence is not intended for the pursuit of other employment or “vacation” purposes.

5.4.2. A leave of absence can be requested through the Chief Pilot, and Pilot requests will be considered on a case by case basis. The Company will impose a 180 day limit to absences but a longer term may be granted in extenuating circumstances.

- 5.4.3. A Pilot will not be penalized seniority for a leave of absence less than 180 days. If a Pilot's absence exceeds 180 days he/she will no longer accrue seniority after this time. A Pilot returning to employment after 180 days can use his/her previously accrued term of service to calculate a new seniority date and number. This new date would be calculated by subtracting from his/her return date an amount of time equal to his/her total term of service, (term of service = start date to date of leave plus 180 days). This date would then be the basis of the new seniority number.
- 5.4.4. Pilots returning from a leave of any amount of time will be subject to re-training and requalification as necessary and may not immediately qualify for position and/or pay scale previously held, notwithstanding the increments set out in Article 3.
- 5.4.5. A Pilot is entitled to a parental leave without pay in accordance with the provisions of the Canada Labour Code.
- 5.4.6. During the parental leave, the Pilot shall remain in the employ of the Company and continue to accumulate seniority.
- 5.4.7. During the parental leave, the Pilot may maintain his group insurance coverage, providing the Pilot pays his share of the cost of such coverage.
- 5.4.8. Leaves of absences will be granted by the Company in accordance with the Canada Labour Code.
- 5.4.9. In the event that the Company grants leave to an employee for the purpose of fulfilling a Union position on a temporary basis at the request of the Union, the Company will continue to pay to the employee his regular salary for the duration of such leave on condition that the Union will reimburse the Company for such payment(s) within fifteen (15) days of the payment(s) being made by the Company to the employee.

5.5. Union Representation

- 5.5.1. The Company agrees to recognize one (1) duly elected or appointed Union Steward for every fifty (50) employees in the bargaining unit. The Company agrees to recognize only those Stewards whose names have been submitted in writing to the Company by the Union.
- 5.5.2. The Company agrees that Union Stewards may participate in meetings as follows:

- Union/Management quarterly meetings
- Grievance meetings
- Negotiating meetings

5.5.3. To ensure operations are not interfered with or disrupted, the parties agree that whenever possible the Union Stewards shall conduct their activities outside regular working hours. In a grievance situation which requires a Union Steward's attention during working hours, he shall not leave his regular duties without first obtaining permission to do so from his immediate Manager. It is understood that the taking of such time away from regular duties shall be kept to a minimum and that permission will not, therefore, be unreasonably withheld. Union Stewards shall return to their regular duties as expeditiously as possible. The Company reserves the right to limit such time if the time requested is unreasonable. Abuse of leave or excessive use of time spent adjusting grievances shall not be permitted and in no event shall the adjustment of grievances interfere with or disrupt operations.

5.5.4. The Company recognizes the National or Local Representative(s) of the Union and their presence at any of the meetings referred to in Article 5.5.2.

ARTICLE 6. – SUPERVISORY AND MANAGEMENT PILOTS

6.1. General

6.1.1. Supervisory pilots will be bound and subject to terms and conditions of this Agreement unless otherwise specified herein.

ARTICLE 7. – PROBATION

7.1. General

7.1.1. All new hire pilots will be on a probationary period for a period of six (6) calendar months from the date of hire. The probationary period may be extended by the Company by an additional six (6) calendar months. The Union will be notified of any extension. During the probationary period the Company preserves the exclusive right of discipline or retention of the employee. The employee will be allowed to resign voluntarily unless his release is for just cause.

- 7.1.2. A Probationary Pilot who is furloughed and then recalled for duty will be credited with his previous period of employment in fulfilling his Probationary Period.
- 7.1.3. No Pilot shall be required by the Company to serve more than a twelve (12) calendar month probationary period.
- 7.1.4. A Probationary Pilot is entitled to file a grievance in accordance with the provisions of this Agreement, but shall have no recourse to the arbitration procedure set out in this Agreement.

ARTICLE 8. – FILLING OF ASSIGNMENTS

8.1. Bases

This Agreement recognizes Winnipeg and Thompson/Sioux-Lookout as Pilot bases for members of the bargaining unit. If new Pilot bases are introduced into the system, the Company and the Union will enter into negotiations for the purpose of establishing terms and conditions of such base. If possible, terms and conditions shall be established prior to the date the base becomes operational. If not, the Company will establish interim terms and conditions and enter into negotiations with the Union within seven (7) calendar days. Any changes to the interim terms and conditions resulting from these negotiations will be applied retroactively for the affected pilots. Where new Pilots bases are added, positions will be posted in accordance with Article 8.2.

8.2. Posting of Positions

- 8.2.1. When a vacancy for a permanent position or temporary position occurs the Company will post via email notice for seven (7) calendar days and send a copy to the Union. This notice will contain the following information:
 - i. Status
 - ii. Duration
 - iii. Equipment
 - iv. Effective date
 - v. Closing date of posting (which date will be no less than seven (7) calendar days from the date of the email notice)
 - vi. Pilot qualifications

Any Pilot (including one who is out of service) may submit a bid in writing to the Chief Pilot by the closing date. The Company will post all bids thru the Company email system. A Pilot on vacation or leave of absence may advise the Chief Pilot of his contact information and position(s) he may be interested in and, in the event such position(s) is posted during the Pilot's leave, the Chief Pilot will notify the Pilot of the position using the contact information provided.

The Company and Union agree that certain circumstances may require positions to be filled more rapidly than the provisions of this Agreement enable. In such cases, the Company and the Union will agree to make every effort to advance the interests of the Company and the Pilots.

8.3. Awarding of Positions

- 8.3.1. All permanent/temporary positions will be filled in accordance with seniority provided that all minimum requirements contained in the Canadian Aviation Regulations (CARS), this Agreement, and specified by the Company are met. Further the Pilot must be acceptable to the Chief Pilot, based on the Company upgrade policy. If no applications are received from such Pilots, the Company may assign a junior Pilot or hire a new Pilot. The Company will inform the successful candidate(s) and advise the Union of the award(s) within seven (7) calendar days after the closing date of the posting.
- 8.3.2. Pilots who have accepted a position for a specific period of time (training bond / Thompson/Sioux-Lookout commitment) are not eligible to bid into a new position that will start before their original commitment is complete. The Company reserves the right to waive this restriction at its sole discretion.

8.4. Pilot Review Committee

- 8.4.1. A Pilot Review Committee will be established reporting to the Chief Pilot. This committee will review any flight crew situation at the request of the Chief Pilot. The Chief Pilot may observe and participate in the proceedings of this committee except for the actual composition of their majority decision. Further members may be added with the mutual consent of the Company and the Union.
- 8.4.2. All bids to a permanent/temporary position shall be reviewed by the Chief Pilot. Should the Chief Pilot not select the senior Pilot candidate and the bid is grieved, the Pilot Review Committee will be convened to review the bid.

- 8.4.3. The Pilot Review Committee is empowered to evaluate a Pilot's qualifications, demonstrated competence, and such other factors as the committee deems appropriate, relevant to the assignment being sought or the situation being reviewed
- 8.4.4. Throughout the evaluation process, the Pilot Review Committee shall endeavor to reach mutual consensus on the evaluation of the candidate. The Committee will submit supporting or non-supporting recommendations to the Chief Pilot (based on its majority decision), who still retains the right to decide the selection. In the event a senior Pilot candidate is not selected for a position, the Company shall inform such Pilot in writing stating the reasons therefore and provide a copy to the Union. A Pilot who is not selected shall be able to grieve such decision in accordance with the grievance Article of this Agreement

ARTICLE 9. – NEW EQUIPMENT

9.1. General

- 9.1.1. Should new aircraft types be introduced, positions will be posted in accordance with Article 8 of this Agreement. In the event that new aircraft types require pilot qualifications not present in the membership, qualified outside pilots may be hired on a contract basis for a period not to exceed six (6) months or until membership pilots may be trained and qualified, whichever is greater.
- 9.1.2. The introduction of new aircraft types will also require that the Company and Union enter into negotiations for the purpose of establishing training and pay requirements. These negotiations shall begin within seven (7) calendar days after a request for negotiations has been made by either party. The new pay scale will be retroactive to the addition of the new aircraft type.

ARTICLE 10. – VACATION

10.1. Vacation Year

- 10.1.1. The Vacation Year will run January 1st through December 31st.

10.2. Vacation Entitlement and Pay

10.2.1. Annual vacation is based on completed years of cumulative service at the company as of December 31. Annual vacation entitlement will be granted and annual vacation pay will be calculated as follows:

(a). Bag Run and Southern

Completed Years of Service	Vacation Time (One vacation week = 5 working days)	Vacation Pay accrued at:
1-5 years	Two Weeks (10 working days) or 5/6 of a day per month worked	4% in years 1 – 5
6-10 years	Three Weeks (15 working days) or 1 ¼ days per month worked	6% in years 6 – 10
over 10 years	Four Weeks (20 working days) or 1 2/3 days per month worked	8% years 11+

(b). Dash, Medevac and Metro

Completed Years of Service	Vacation Time (One vacation week = 4 working days)	Vacation Pay accrued at:
1-5 Years	Two Weeks (8 working days) or 2/3 of a day per month worked	4% in years 1 – 5
6-10 Years	Three weeks (12 working days) or 1 day per month worked	6% in years 6 – 10
Over 10 Years	Four weeks (16 working days) or 1 1/3 days per month worked	8% years 11+

10.2.2. A Full-time Medevac Pilot cannot take a portion of a medevac shift off as vacation. Full-time Medevac Pilots must take an entire medevac shift off when requesting vacation time. Full-time Medevac Pilots have the option of using either eight (8) vacation days or four (4) vacation days to cover the entire medevac shift.

10.2.3. Pilots are entitled to receive the following number of consecutive days off when requesting vacation time off:

- | | |
|------------------------------|-------------------------|
| (a). One week of vacation | 9 consecutive days off |
| (b). Two weeks of vacation | 16 consecutive days off |
| (c). Three weeks of vacation | 23 consecutive days off |
| (d). Four weeks of vacation | 30 consecutive days off |

10.2.4. Pilots must use their entire annual vacation allotment each year unless exceptional circumstances warrant otherwise and prior arrangements, confirmed in writing, are agreed to between the Pilot, the Company, and the Union.

10.3. Vacation Bid System

10.3.1. By October 1, the Company will issue a Vacation Scheduling Calendar (VSC) according to status, equipment type, position and base.

10.3.2. Pilots shall bid their vacation preferences by November 1, and vacation will be awarded in order of seniority. Once a Pilot has bid his vacation blocks he will not be permitted to make any changes to those blocks until after all other Pilots have been permitted to bid their vacation blocks. All vacation will be protected and not subject to change, except in accordance with Article 10.3.4

10.3.3. If at the time of preparation of the monthly bid package or thereafter, the monthly pilot requirement is below the Pilot count, the Company will make available additional vacation allotments on the monthly bid and, at the Company's discretion, may offer periods of unpaid leave on a seniority basis.

10.3.4. Pilots in the same position and base wishing to exchange vacation weeks may do so. Such changes will be submitted in writing to the Chief Pilot for him to approve the changes.

10.3.5. Pilots shall bid their full vacation entitlement during the vacation bid, which shall be done in one (1) week increments.

10.3.6. Where for whatever reason additional vacation times become available in the course of the year, these will be listed in the monthly bid package, and be subject to the normal bidding process.

10.3.7. In cases where more Pilots have bid particular days than can be accommodated, the Company, the Pilots in question and the Union shall consult to determine how to best fulfill the Pilots' vacation needs.

10.4. Vacation Re-Assignment

10.4.1. A Pilot who voluntarily moves into a higher status or new equipment assignment or who voluntarily bids a base change and has not taken his vacation(s) shall relinquish his previously awarded vacation(s) when scheduled to commence in the new position and will bid for available vacation(s) among the Pilots in his new position.

Note: A Pilot whose training is interrupted or canceled for any reason other than performance unsatisfactory to the Company and who is returned by the Company to his previous position shall have the option of either being awarded his previously relinquished vacation or re-bidding for another available vacation Assignment.

10.4.2. A Pilot who is displaced to a lower status or new equipment assignment or who is involuntarily assigned a base change and has not taken his vacation(s) shall retain his previously awarded vacation(s).

ARTICLE 11. – STATUTORY HOLIDAYS

11.1. General

11.1.1. For the purposes of this Agreement, statutory holidays are New Years Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Labour Day, August Civic Holiday, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day proclaimed by federal statute.

11.1.2. For Metro, Dash 8 and Medevac Pilots, one (1) scheduled day off in each month is deemed to be a day off with pay for statutory holiday purposes, the pay for which is included in the salaries set out in Article 3.2 of this Agreement.

11.1.3. Bag Run and Southern Captains working five (5) days a week will, as compensation for a statutory holiday, either receive a scheduled day off with pay, the pay for which is included in the salaries set out in Article 3.2 of this Agreement, or will be paid at a rate equal to one and one-half (1.5) times their regular rate of pay for all hours worked on the statutory holiday.

ARTICLE 12. – SICK LEAVE

12.1. General

12.1.1. The goal of the sick day program is to promote the well-being of Perimeter's flight crews.

12.1.2. All Perimeter employees are expected to report to work on time and fit for duty every day they are scheduled to work. In the event the employee becomes ill or unfit to work, a sick day shall be used. An acceptable use of a sick day is defined as a day where you are too ill or unfit to perform your assigned duties. The illness of a dependent child is also acceptable use of a sick day. A dependent child is a child who normally resides with the Pilot and who is under the age of twelve (12).

12.1.3. Sick days are not intended to be used for activities such as (but not limited to) scheduled medical or dental appointments, court appearances, car repairs, veterinary appointments, leisure activities, vacations, holidays, or extra days off.

Sick days are also not to be used for absence related to unforeseen circumstances such as missed flights (while traveling standby), blizzards, calling in fatigued, etc. In these circumstances, the employee shall contact their manager/supervisor as soon as possible and if a reasonable explanation is provided and accepted by management, the pilot will not be docked a day of pay.

12.1.4. Full-time Pilots who have completed three (3) months of pilot service are eligible for unlimited sick days.

12.1.5. The Company and the Union will monitor sick day usage and the policy will be reviewed monthly.

12.1.6. A Pilot will be required to provide a doctor's note if a total of four (4) consecutive sick days are used by the Pilot in relation to his health and/or that of his dependent child or if more than four (4) sick days are used in one (1) calendar year by the Pilot in relation to his health and/or that of his dependent child. The Pilot may also be required to engage in a return-to-work interview in such circumstances.

12.1.7. Should the Company or the Union desire to change the sick leave policy, either side can give seven (7) days' notice and negotiations will begin to determine a new sick leave policy.

12.1.8. If a Pilot is absent from work for any the reasons listed below, the absence will result in one (1) day's pay being deducted from the Pilot's regular salary for each day absent. Disciplinary action may also result from a Pilot being absent from work.

- personal reasons
- pilot fails to provide a doctor's note when requested
- absence without communicating the fact to his/her manager in a timely fashion
- confirmed abuse of the policy

ARTICLE 13. – ACCOMMODATION

13.1. General

13.1.1. Where the accommodation is being provided for the purposes of a Rest Period as defined in the Canadian Aviation Regulations (CARs), the location must meet the requirements set forth in the same regulations.

13.1.2. Where the accommodation is being provided for holding during Duty Day, the location must meet the minimum requirements stated in Article 13.1.8.

13.1.3. Prior to establishing accommodations at new layover points, or changing existing accommodations, the Company and the Union must meet and agree. When any significant substantiated deterioration of accommodation is reported in writing by the Union, the Company shall, within seven (7) calendar days where reasonably practicable, investigate the situation and take appropriate actions.

13.1.4. The Company has the right to provide accommodations such as houses, apartments, or rooms in place of hotel accommodations. Company staff housing must provide one (1) bed within an individual room for each crewmember and one (1) microwave, one (1) stove, one (1) television with cable or satellite and adequate personal cleaning and cooking areas. The Company shall provide all necessary materials including cooking utensils and cleaning supplies.

13.1.5. The present arrangement for courier pilots is considered acceptable.

13.1.6. If upon arrival the accommodations prove unacceptable, the pilot will notify the Chief Pilot giving the reasons therefore, and request to stay at the hotel or alternate rest facility in the community at the Company's expense.

13.1.7. In the event that rest period accommodations do not provide meal facilities, the Company will pay, upon submission of receipts, reasonable transportation costs incurred by the Captain to transport the flight crew to the nearest meal facility provided that the Captain receives prior approval from the Company for the expenditure, or provide transportation to that facility. This provision excludes Winnipeg and Thompson/Sioux-Lookout bases.

13.1.8. Where facilities are available and flight crews are required to hold for:

- Three (3) to five (5) hours away from the Pilot's home base, the Company will make available a quiet room for the crew (ie: Esso/Shell lounge, etc,) or
- Five (5) or more hours excluding overnights away from a Pilot's base, the Company will make available a day room for the crew (ie: hotel, motel, FBO with private rest facility, nursing station).

The Company will notify crews of the location before departure of the quiet room/day room and any related transportation information.

ARTICLE 14. – GRIEVANCE PROCEDURE

14.1. General

14.1.1. The Company and the Union agree that grievances shall be adjusted as quickly as possible in the manner set out herein and without suspension, interruption or disruption of the normal operations of the Company.

14.1.2. A "grievance" shall mean a dispute concerning the interpretation, application or alleged violation of the provisions of this Agreement, or in the case of a non-probationary employee, a complaint that he has been disciplined or discharged without just cause.

14.1.3. Written agreements arrived at between the Company and the Union on the disposition of any specific grievance shall be final and binding upon the Company, the Union and the employee or employees concerned.

14.2. Steps of the Grievance Procedure

- 14.2.1. If an employee has a complaint, he shall first confer with his Chief Pilot immediately following the event or circumstance giving rise to the complaint and he may be accompanied by a Union Steward if he so requests.
- 14.2.2. The Union will not file a grievance until the affected employee or the Union has first given the Chief Pilot the opportunity to settle the complaint, except for those complaints referred to in Article 14.2.4 and 14.2.5.
- 14.2.3. If such informal discussion does not result in a satisfactory adjustment of the employee's complaint, an earnest effort shall be made to settle grievances properly arising under this Agreement in the following manner:

STEP 1

The grievance shall be submitted by the union representative in writing to the Chief Pilot or his designate within ten (10) calendar days from the date immediately following the event or circumstance giving rise to the grievance or the date on which the affected employee ought to have become aware of the event or circumstance giving rise to the grievance or the date on which the informal discussion referred to in Article 14.2.2 was held, whichever is later. The grievance shall be signed and dated by the Union and the nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance. The Chief Pilot or his designate shall render his decision in writing within seven (7) calendar days of receipt of the written grievance.

STEP 2

In the grievance is not resolved at Step 1, the Union District Chairperson may appeal, in writing, to the Chief Pilot or his designate within ten (10) calendar days from the date of receipt of the Chief Pilot's decision at Step 1. Within ten (10) calendar days of receipt of the written appeal from the Union District Chairperson, the Chief Pilot or his designate will meet with a Union representative to discuss the grievance. The employees affected by the grievance may attend with the Union. The Chief Pilot or his designate shall render his decision in writing within ten (10) calendar days after the meeting.

STEP 3

Failing satisfactory settlement at Step 2, either the Company or the Union may submit the grievance to arbitration in accordance with the provisions of Article 15.

- 14.2.4. A grievance arising directly between the Company and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Union at Step 2 of the grievance procedure within ten (10) calendar days from the date immediately following the event or circumstance giving rise to such policy grievance or the date on which the Company or the Union ought to have become aware of the event or circumstance giving rise to such policy grievance, whichever is later. If not so presented the grievance shall be forfeited and waived by the aggrieved party. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.
- 14.2.5. In the event a non-probationary employee claims he has been disciplined without just cause, such employee shall submit a written grievance at Step 1 of the grievance procedure within ten (10) calendar days after being notified by the Company in writing of his discipline, except that where the employee claims he has been discharged without just cause, such employee shall submit a written grievance at Step 2 of the grievance procedure within ten (10) calendar days after being notified by the Company in writing of his discharge.

ARTICLE 15. – ARBITRATION

15.1. Referral to Arbitration

- 15.1.1. When a party desires that a grievance be submitted to arbitration, that party shall notify the other party in writing, within twenty (20) calendar days after the date the decision at Step 2 of the grievance procedure was or should have been given, of its desire to submit the matter to arbitration. If no such written request for arbitration is received within the said twenty (20) calendar day time limit, then the grievance will be deemed to have been abandoned. Grievances shall be submitted to a single arbitrator to be chosen in rotation from a list consisting of:

- Arne Peltz
- Michael D. Werier

- 15.1.2. If any individual on the above list who, having been requested in his turn to act as arbitrator on an arbitration, shall be unable or unwilling to act, he shall not again be requested to act as arbitrator on any arbitration until his name comes up again on the regular rotation of the list.

15.2. Jurisdiction

- 15.2.1. The arbitrator may determine his own procedure but shall give full opportunity to the parties to present evidence and to make representations.
- 15.2.2. The arbitrator shall not have any jurisdiction to alter, modify, amend or add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof nor to make any decisions inconsistent with the provisions hereof. The arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he may deem just and reasonable in the circumstances.
- 15.2.3. The findings and decision of the arbitrator on all arbitrable questions shall be final and binding upon all parties concerned.

15.3. Arbitration Expenses

- 15.3.1. The Company and the Union shall each pay one-half ($\frac{1}{2}$) of the fees and expenses of the arbitrator.

15.4. Time Limits

- 15.4.1. No grievance shall be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure.
- 15.4.2. The time limits set out in the grievance procedure in Article 14 and the arbitration provisions in this Article 15 are mandatory and may only be extended or waived by mutual agreement in writing between the Company and the Union. Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits specified in Article 14 and this Article 15, including reference to arbitration, shall be deemed to have been abandoned and settled on the basis of the reply to the grievance and further recourse to the grievance procedure or to arbitration shall be forfeited.

ARTICLE 16. – DISCIPLINE, DISCHARGE AND ACCIDENT / INCIDENT

16.1. General

- 16.1.1. All disciplinary or discharge actions must be for just cause.
- 16.1.2. Where disciplinary or discharge action is considered, the Pilot involved may where necessary be held out of service pending investigation, to provide the Company with sufficient time to investigate and consider all factors. This investigation will take place as soon as possible, and in most cases it is expected will not take more than seven (7) calendar days. However, if the Company requires more time, it will advise the Union and the Pilot, prior to the expiry of the seven (7) calendar days and to the extent possible provide an indication of by when the process will be completed.
- 16.1.3. During any investigatory meeting with the Pilot involved, the Pilot may request the presence of an Union representative, which shall not delay such meeting more than twenty-four (24) hours.
- 16.1.4. Any investigations shall be held so as to best reasonably accommodate the persons concerned including the Pilot involved, any witnesses, the Company and any representative of the Union. “Best reasonably accommodating” the persons concerned may include things such as time off work and positive space transportation, and will be interpreted with the idea of taking all reasonable and cost effective steps towards a prompt and full investigation.
- 16.1.5. When disciplinary or discharge action is taken, the Pilot will be so notified in writing, with a copy to the Union, providing both an explanation of why the action was taken, and the nature of the action taken.
- 16.1.6. A Pilot who has been disciplined or discharged may file a grievance in accordance with the provisions of Article 14.

16.2. Flight Test Discipline

- 16.2.1. When a Pilot fails to qualify during any flight test, the Pilot shall be advised in writing with a copy to the Union. The Pilot will then receive additional training, which training will be determined by the Company and will consist of a minimum of two (2) hours on the simulator or one (1) hour of flight training on the aircraft concerned.

Following this additional training and upon recommendation from the Chief Pilot, the Pilot shall, if possible, within five (5) days of the first

failure, be subjected to a second test with either an inspector from the Department of Transport or a Company Check Pilot different from the Pilot who administered the preceding test that he failed as determined by the Company.

- 16.2.2. In the event of a second consecutive failure of the test the Pilot may be dismissed at the discretion of the Company. The Union shall be advised in writing of such dismissal. In such a case, dismissal will be considered as being for cause and neither the Pilot nor the Union on his behalf shall have any recourse to the grievance procedure set forth in Article 14 or to the arbitration provisions set forth in Article 15.

16.3. Accident or Incident

- 16.3.1. When an investigation into an Accident or Incident is conducted by the Company, the management person who is requested to submit a final report shall do so within six (6) months. The Pilot concerned and the Union shall cooperate fully in the investigation. They shall be kept informed of the progress of the investigation and shall receive a copy of any final report.
- 16.3.2. A Captain's trip report must be completed and submitted to the Chief Pilot within twenty-four (24) hours following an accident or incident. The Pilot involved will not be required to submit a further written statement within the first twenty-four (24) hours following the accident or incident unless he has had the opportunity to be represented by the Union.
- 16.3.3. The Company shall provide legal counsel, free of charge, to a Pilot or his estate subject to a lawsuit taken by a third party arising from any Accident which occurred while the Pilot was on duty for the Company unless gross negligence or voluntary misconduct on the part of the Pilot caused or contributed to the Accident as determined by the Company and Union Executive.
- 16.3.4. No Pilot shall be obligated to continue a flight assignment within the same calendar day as an accident or incident.

ARTICLE 17. – DRESS CODE

17.1. General

- 17.1.1. Pilots are expected to wear uniform clothing prescribed by the Company in a clean, neat and conservative manner in accordance with this Article of the Agreement.
- 17.1.2. Pilots are expected to purchase uniform materials as described below, with reimbursement according to the terms of this Agreement. Items purchased by a Pilot remain the property of the Pilot.

17.2. Yearly Entitlement

- 17.2.1. The Company will pay one-hundred percent (100%) of the cost for uniforms (including taxes) up to a maximum amount of \$330.00. The Pilot uniform will consist of:

- White pilot shirts with epaulette holders
- Black pants
- Black tie
- Black shoes or black or dark boots
- White undershirts
- Thermal undergarments
- Socks
- Work gloves
- Black sweater with epaulette holders
- Black spring fall waterproof jacket

For Pilots who commence employment in a position covered by this Agreement on or after [date of ratification], the Company will pay one-hundred percent (100%) of the cost for uniforms (including taxes) up to a maximum amount of \$450.00 in the Pilot's first year of such employment. For each year thereafter, the Company will pay one-hundred percent (100%) of the cost for uniforms (including taxes) up to an annual maximum amount of \$330.00.

- 17.2.2. Pilots may be required to wear, and the Company will assume the cost and installation of, buttons, braids and insignias.

- 17.2.3. Pilots posted to full-time piston courier positions are further allowed to purchase one (1) navy blue flight suit per year and one EFB knee board with the Company to pay a maximum of \$225 (including taxes) towards the combined cost of such flight suit and EFB knee board.
- 17.2.4. Pilots may purchase their uniforms from the vendor of their choice; however, the uniforms purchased must meet the conditions set forth in this Article of the Agreement.
- 17.2.5. Pilots may use the allotted amount (\$330) for maintaining their uniform in good appearance (including but not limited to dry cleaning) as well as the purchase of uniform footwear.

ARTICLE 18. – COCKPIT VOICE RECORDERS AND FLIGHT DATA RECORDERS

18.1. General

- 18.1.1. Aircraft cockpit voice recorders and flight data recorders will only be used for accident/incident investigation and maintenance analysis. Such recorders shall not be used as a means of monitoring or checking a Pilot during the operation of any normal flight. During any accident/incident investigation the contents of such recorders shall not be released by the Company to either the general public or the news media, without the prior approval of the Pilot involved and the Union.

ARTICLE 19. – TRAINING BONDS

19.1. General

- 19.1.1. In the event that the Company requires a training bond for a position, the Company will include notice of the training bond in the position posting as per Article 8.2.
- 19.1.2. A Pilot selected for a position requiring a training bond will sign the training bond prior to the commencement of initial training. A copy of the signed training bond will be provided to the Pilot and the Union.

ARTICLE 20. – DEDUCTION OF DUES

20.1. General

20.1.1. The Company agrees to deduct biweekly from the salary due and payable to each Pilot covered by Article 1.1 an amount equal to the monthly Union dues determined from time to time by the Union pursuant to its constitution. The total amount of such dues deductions shall be remitted by the Company, together with a list of names of Pilots from whom the deductions were made, to the Secretary Treasurer of Local Union, not later than the 15th day of the month following the month in which the dues are deducted. Union dues shall be 1.35% of the Pilot's regular pay with respect to regularly scheduled hours worked by the Pilot, vacation pay and holiday pay.

The Company shall furnish to the Union on at least a monthly basis a complete dues listing including:

- The names of all active and inactive Pilots
- The amount of dues deducted for each Pilot
- The relevant rate of pay and job classification for each Pilot
- The salary upon which Union dues were calculated
- A reason should there be no deductions (i.e. Workers Compensation Benefits, layoff, etc.)

The Union agrees to provide sixty (60) days advance notice to the Company of any change in its dues structure.

20.1.2. The Company shall not be responsible financially or otherwise either to the Union or to any Pilot for any failure to make deductions or for making improper deductions or remittances. However, in any instances in which an error occurs in the amount of any deduction of dues from a Pilots wages, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to this Article shall terminate at the time it remits payment to the Union.

ARTICLE 21. – DURATION

21.1. General

- 21.1.1. Provisions of this Agreement shall become effective on February 10, 2017 and shall continue in full force and effect until midnight on February 10, 2022.
- 21.1.2. This Agreement will automatically be renewed from year to year thereafter unless either party gives to the other party not more than ninety (90) days and not less than thirty (30) days' notice in writing prior to the expiry date of this Agreement that it desires to revise or terminate this Agreement. During the period of negotiations for a revised or new agreement, this Agreement shall remain in full force and effect subject to the provisions of the Canada Labour Code.

ARTICLE 22. – EMPLOYEE BENEFITS

- 22.1 A representative of the Union can participate as a member of the committee that reviews the Company benefit program.
- 22.2 Pilots may continue to use any available parking stalls, as determined by the Company, without cost to the pilot.

ARTICLE 23. – DEFINITIONS

Accident shall mean an accident as defined in the Canadian Aviation Regulations (CARs).

Assignment shall mean any Pairing(s), ground training, Deadheading, ferrying, test flights, meetings, courses or any other duties required by the Company.

Base shall mean a specific airport, designated by the Company from which a Pilot or group of Pilots operate scheduled or nonscheduled flights (i.e. Winnipeg).

Block shall mean one or more consecutive scheduled assignments for a Pilot on a monthly schedule.

Business Day shall mean Monday to Friday, excluding statutory holidays as set out in Article 11 of this Agreement.

Calendar Day shall mean a twenty-four (24) hour period from midnight to midnight.

Calendar Week shall mean the period from 12:00 a.m. Sunday to 11:59 p.m. Saturday.

Calendar Month shall mean any month as designated on a North American calendar (i.e. February, March, April).

Captain shall mean the Pilot member of the flight crew first in command of the flight and who is responsible for the manipulation of, or manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft, and who is properly qualified and designated by the Company to serve as, and hold currently effective Transport Canada Certificates authorizing him to serve as such Captain. When two or more Captains are designated on the same crew on a Company operated aircraft, the Pilot most senior on the Pilot's Seniority List shall be in command of the aircraft. Supervisory Pilots in the conduct of supervisory duties shall be exempt from this provision. When two (2) or more Captains are on the same crew, the Chief Pilot will designate the Pilot-In-Command of the aircraft.

Charter shall mean any revenue flying, assignments, or extra Articles not listed in any published passenger schedules.

Check Pilot shall mean a Pilot who holds "Company Check Pilot" authority.

Company Schedule shall mean the document containing a list of all scheduled passenger destinations flights.

Day shall mean a calendar day.

Day Off shall mean a calendar day on which the Pilot is not scheduled for any duty of any nature.

Day of Pay shall mean:

Metro/Dash	Annual Salary divided by 192
Medevac	Annual Salary divided by 195
Southern/Bag run	Annual Salary divided by 260

Deadheading shall mean the positioning of a non-operating Pilot from one location to another at Company request.

Displaced shall mean that period during which a pilot is displaced by a management pilot. A pilot who is displaced by a management pilot will be free from duty during the period of such displacement.

Duty Hours shall mean those hours worked by a Pilot during a duty period, excluding hours spent in attendance at Company meetings on a day off and except that the duty hours for Bag Run Pilots shall be one-half (1/2) of their duty period in recognition that Bag Run Pilots work one-half (1/2) of their scheduled duty period.

Duty Day shall mean the period of time commencing at the Company's required reporting time and continuing until the expiry of the maximum duty day under the Canadian Aviation Regulations (CARS).

Duty Period shall mean the period of time commencing at the Company's reporting time and continuing until the time of release by the Company.

Equipment shall mean the type of aircraft to which a Pilot is assigned.

First Officer shall mean the Pilot member of the flight crew who is second in command of the flight, and any part of whose duty is to assist or relieve the Captain in the manipulation of the flight controls of an aircraft while under way, including takeoff and landing of such aircraft, and who is properly qualified to serve as and holds currently effective Transport Canada Certificates authorizing him to serve as such First Officer.

Flight Hours shall mean those hours recorded as flight time in the applicable aircraft log book.

Flight Assignment shall mean any flight Assignment.

Flight Time shall mean the total time from the moment the aircraft first moves under its own power until the moment it comes to rest at the end of the flight.

Furlough shall mean any period of involuntary unpaid absence as directed by the Company.

IFR shall mean Instrument Flight Rating.

Incident shall mean an incident as defined in the Canadian Aviation Regulations (CARS).

Layover shall mean the time between flight duty end and flight duty start at an away base.

Line Indoctrination shall mean on the job training of a Pilot who is qualified on the aircraft type being flown, whether required by the Canadian Aviation Regulations (CARS) or the Company, that is conducted during a revenue flight.

Line Indoctrination Pilot shall mean the Pilot who provides Line Indoctrination to a fellow Pilot as required by the Company, the Company Operations Manual, or Transport Canada.

Management Pilots shall mean those Pilots who are excluded from the bargaining unit as per Article 6.

Maintenance shall be defined as any work conducted on an aircraft.

Medevac shall mean a flight carrying a patient(s) who requires nursing/paramedic care and flown by Pilots who have a current Manitoba Health Medevac License.

Pairing shall mean an arranged schedule of flights constituting one or more duty periods, as assigned by the Company, commencing from the time a Pilot leaves home base until the first time the Pilot returns to his home base.

Permanent Position shall mean a Position held by a Pilot for more than six (6) consecutive calendar months duration.

Pilot shall mean Captain or First Officer as defined herein.

Pilot Review Board shall mean five (5) Pilots as mutually agreed by the Union and the Company

Position shall mean a Pilot's flying Position held by a Pilot with regard to equipment, status and base (e.g. Captain Metro Winnipeg). A change in any or all of the preceding shall constitute a change in the Pilot's position.

Probationary Period shall mean the assessment period for newly-hired Pilots prior to their being considered regular employees.

Released shall mean the time when a Pilot is relieved from all duty by the Company.

Restricted Captain shall mean a pay level. Captains who have not completed the ATPL exams will be considered Restricted. Upon successful completion of the ATPL exams, the Unrestricted pay level will be calculated based on the "Unrestricted Captain" definition.

Rest Period shall mean a period of time spent on the ground during which a Pilot is relieved of all duty associated with the Company, which period shall commence as applicable in accordance with the CARs.

Revenue Flight shall mean a flight involving the transportation of passengers, cargo or freight for which the Company is paid by a third party.

Southern Captain shall mean a Captain whose flight assignments only include paved runways.

Spare Pilot shall mean a Pilot who has been scheduled by the Company to handle potential flight changes and who shall be available to be called for duty when so scheduled and required by the Company.

Standby shall mean a Pilot who has been designated by the Company to remain at a specified location in order to be available to report for Flight Assignment on notice of one (1) hour or less.

Status shall mean Captain or First Officer.

Temporary Position shall mean a Pilot position of less than six (6) calendar months duration.

Training File shall mean the record of the history of a Pilot's flight and ground training with the Company.

Training shall include all flights required to maintain currency (only that specified in the CARs), or those flights conducted with the purpose of training another pilot (i.e. Line- Indoctrination) or any other upgrading of skills that the Chief Pilot deems necessary.

Training Pilot shall mean any Pilot designated by the Company (Primary Training Pilot and Secondary Training Pilot) to conduct training for the purpose of upgrading or qualifying Pilots. Training duties shall include, but are not limited to: aircraft ground schools, flight training, simulator training, ground briefings associated with flight training and simulator training, acting as the non-flying Pilot during flight tests, and any other pertinent office duties, Captains and First Officers who perform the duties of non-flying Pilots during flight tests are not deemed to be Training Pilots unless designated by the Company.

Trip shall mean a period commencing at the Pilot's home base at the scheduled reporting time or actual reporting time, whichever is later, and continues until the Pilot is released from duty at his home base.

Union-designated Aircraft shall mean aircraft operated by the Company to which Pilots are assigned by the Company in accordance with the terms of this Agreement.

Unrestricted Captain shall mean a pay level. In the case of a Pilot who has completed the ATPL exams "Unrestricted" is considered commencing on the date of Captain line check, the date of line check on a restricted strip; or, in the case of an airplane not flying, to restricted strips the date of line indoctrination completion.

Vacancy shall mean a new or unfilled Pilot position as determined by the Company.

Work Day shall mean a calendar day on which the Pilot takes flight assignments, undertakes training or travels at the direction of the Company, whether scheduled or not scheduled.

Year shall mean a complete calendar year.

ARTICLE 24. – MEDEVAC OPERATIONS

24.1.1. Medevac Pilots will be governed under Articles 1 - 22 of this Agreement, with exceptions to certain Articles specified below.

24.1.2. Medevac Pilots may be asked to perform non-medevac flights and/or training flights while scheduled for a medevac shift. These will be at the Company's request and discretion. Pilots will be required to conduct these duties as part of their medevac duties and will not be entitled to any overtime or additional pay as a result of such duties. Line-Indoctrination bonus will be paid as applicable.

Article 4 – Scheduling

- i. Full time Medevac Pilots will be paid the annual salary referred to in Article 3.2 for a maximum of seven and one-half (7.5) consecutive days worked followed by a maximum of six and one-half (6.5) consecutive days off. A northbound travel day will be considered a full day and a southbound travel day will be considered a half-day. Shifts may be adjusted as required by crews, in accordance with duty and rest limitations as set out in the Canadian Aviation Regulations (CARs). All shift change requests are subject to the approval of the Company.

The Company and the Union agree that good medevac coverage is essential. It is understood that pilots are expected not to decline medevac trips because they may miss a scheduled flight home. The Company will give full priority to Pilots who accept an extra trip when they risk missing a regular scheduled flight.

A Pilot shall be paid one-half (1/2) days of pay at one and one-half (1.5) times his regular rate of pay if a medevac trip, maintenance delay or weather delay results in the Pilot arriving at his home Base after 16:45 (local time) on his Southbound travel day.

- ii. Medevac Pilot crew change-over will be done with minimal impact to the original schedule. The Company will attempt to minimize disruption to Pilots' scheduled days off.

Article 8 – Filling of Assignments

- i. Medevac positions will only be awarded in the event of a vacancy. Where a vacancy exists, the most senior Pilot from among the existing Medevac pilots and the successful applicant will have the option of selecting the Medevac base he wishes to be assigned to, following which the next most senior Pilot from among the existing Medevac pilots and the successful applicant will have the option of selecting the available Medevac base he wishes to be assigned to and so on until the least senior Pilot from among the existing Medevac pilots and the successful applicant is assigned to the remaining Medevac base. Subject to the above, qualified Pilots will be awarded vacant Medevac positions in accordance with Article 8.2/8.3 (Posting of Positions/Awarding of Positions) and Article 5.2 (Application of Seniority). Medevac Pilots must meet specific training and hourly requirements as determined by management. The Company and Union recognize medevacs as a unique operation and therefore recognize the Pilot must be suitable for the “medevac environment” as determined by the Company.
- ii. Medevac Pilots are required to be on call starting at 0445 (local time) of their first scheduled day of work in the rotation and remain on call until 0445 (local time) following the completion of their rotation.
- iii. Medevac bases are not considered permanent home bases for Medevac Pilots.
- iv. Seniority will govern the awarding of medevac bases for Medevac Pilots except that a full time Medevac Pilot may not be bumped from his base by a more senior Medevac Pilot after having been established in that Base for a period of no less than two (2) rotations.

Article 13 – Medevac Accommodation

- i. The Company will provide all accommodations for medevac crews, and assume all associated costs. Current medevac bases comply with, and will continue to comply with, the conditions set forth in Article 13.
- ii. Medevac bases will be provided with internet services and a computer where reasonably available.

- iii. The Company will provide a means of ground transportation at all medevac bases. Only Pilots with valid driver's licenses are permitted to drive Company ground vehicles. The Company reserves the right to require pilots who operate Company ground vehicles to provide to the Company, within thirty (30) calendar days of a request from the Company, a driver vehicle abstract. Pilots will make their best efforts to operate the vehicles in a safe and respectful manner and to advise the Company when vehicle maintenance is required. Pilots are required to pay for all speeding tickets, including photo radar tickets, incurred while the Pilot was driving the Company vehicle. A Pilot who does not pay for such tickets will have the cost of such tickets deducted from his pay.

ARTICLE 25. – PERMANENT THOMPSON/SIOUX-LOOKOUT BASED PILOTS

- 25.1.1. The Thompson/Sioux-Lookout -based Pilots will be governed under Articles 1 - 22 of this Agreement, with exceptions to certain Articles specified below.

Article 3 – Compensation

- i. Pilots who are required to travel to Winnipeg to attend an aviation medical appointment will be reimbursed, to a maximum of fifty dollars (\$50), for any necessary taxi transportation expenses between the airport in Winnipeg and the aviation medical appointment.

Article 8 – Filling of Assignments

- i. Management reserves the right to impose minimum qualification and/or training requirements for Thompson/Sioux-Lookout -based Pilots, due to the remoteness of the base and the possibility of junior crewing.
- ii. Pilots accepting positions in Thompson/Sioux-Lookout shall be required to remain there for a minimum commitment for one (1) year while employed by the Company, unless an equally qualified Pilot volunteers to replace them. Pilots may bid on any position posting that becomes effective after the end of their one year commitment.
- iii. Should the Company require a Thompson/Sioux-Lookout -based Pilot to move to Winnipeg permanently for any reason during their one-year commitment, any reasonable moving costs incurred by the employee will be paid by the Company. This includes but is not limited to lease penalties

and associated moving costs. A Thompson/Sioux-Lookout -based Pilot who is awarded a position posting in Winnipeg, unless for purposes of a status upgrade, shall not be considered as being required to move to Winnipeg and shall not be entitled to the benefits of this Article.

- iv. Thompson/Sioux-Lookout based Pilots who are required to come to Winnipeg for extended periods of time (in excess of two (2) weeks) for training or qualification purposes, shall receive a temporary relocation allowance of \$30.00 per Calendar Day in lieu of any per diem or other moving allowances payable under this Agreement. This allowance is intended to cover transportation, accommodation and meals.
- v. First Officers shall be considered for upgrades and advancements in normal queue; that is if a First Officer is required for upgrade, their present base and/or commitment shall not be considered. Further, Pilots wishing to fill vacant Medevac positions shall be considered within normal guidelines/ qualifications, and present base and/or commitments shall not be considered.

Article 13 – Accommodation

- i. The Company and the Union recognize Thompson/Sioux-Lookout as a permanent pilot base. As such, pilot crews will need to accommodate themselves and incur the associated costs.
- ii. With the above said, Thompson/Sioux-Lookout -based pilots who are away from base (Thompson/Sioux-Lookout) on Company duty will qualify for a per diem in accordance with Article 3.3.1 as well as accommodations and transportations as necessary or required.

Added Considerations

i. Relocations

An advance of \$700.00 will be provided to each Pilot to help cover the costs of moving to Thompson/Sioux-Lookout. Pilots shall complete an expense form and include receipts related to the move and return any unused advance or portion thereof to the Company. Should the receipts not be provided to the Company within 90 days of issuance of the advance, the \$700 advance or the unreceipted portion thereof will be considered a taxable moving allowance for T4 purposes. Returning to Winnipeg is at the pilot's discretion and, as such, will not be subsidized unless specified in Article 8 item (iii) above.

A Thompson/Sioux-Lookout -based First Officer who moves to Winnipeg for the purposes of a status upgrade is entitled to the above \$700 relocation allowance.

ii. Guests Passes

Thompson-based Pilots may receive in each month, in addition to the currently allotted employee pass benefit, two (2) one-way OCS guest passes for use by the Pilot and two (2) round trip OCS guest pass for use by any acquaintance of the Pilot. Use of the OCS and employee pass benefit is at the Pilot's discretion and is non-cumulative. The OCS guest pass may be used by any acquaintance of the Pilot for the purposes of visitation while the Pilot is working in Thompson. Pilots flying on confirmed OCS guest passes fly on a "confirmed seat" basis ("standby" basis for other users). Pilots are responsible for paying the Thompson Airport Improvement Fee ("AIF") for the two (2) round trip OCS guest pass. No Pilot may receive a monetary gain in relation to any OCS guest pass. Pilots who are required to travel from Thompson to Winnipeg to attend an aviation medical appointment will not be required to use an OCS guest pass for the one (1) round trip from Thompson to Winnipeg to attend the aviation medical appointment.

iii. Freight

Thompson/Sioux-Lookout Pilots will receive an OCS freight allowance of 100/lbs a month for personal items only. OCS freight will be shipped on a space available basis, and is noncumulative.

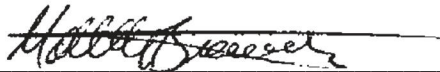
ARTICLE 26. – AGREEMENT APPROVAL SIGNATURES

Signed and agreed to by the Union Negotiation Committee this 30th day of January, 2017.

To indicate our agreement to the terms and conditions of this Pilot Collective Agreement, we have signed our names below:

On behalf of Unifor

On behalf of Perimeter Aviation LP



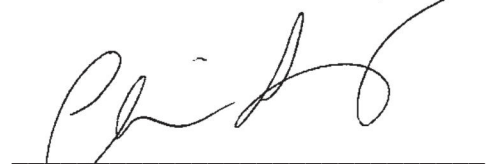
Matt Brooker
Bargaining Committee Representative



Nick Vodden
President, Perimeter Aviation LP



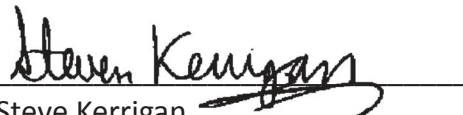
Eric Ketonen
Bargaining Committee Representative



Chris Laing
VP Flight Operations, Perimeter
Aviation LP



Ashley Watkins
Assistant to the President, Local 2002



Steve Kerrigan
National Representative

SCHEDULE 1 – SALARY MATRIX


The time increments set forth below refer to time served in the applicable position, not time served with the Company, unless otherwise indicated.

	Base	Hourly Wage – Sched					Hourly Wage – Charter, Medevac & Training				
		2017	2018	2019	2020	2021	2017	2018	2019	2020	2021
703/704 Operations											
Winnipeg Base											
First Officer											
0 - 1 year	\$29,551.47	\$0.55	\$1.12	\$1.69	\$2.27	\$2.85	\$0.74	\$1.49	\$2.25	\$3.02	\$ 3.81
1 - 2 years	\$32,060.56	\$0.60	\$1.21	\$1.83	\$2.46	\$3.10	\$0.80	\$1.62	\$2.44	\$3.28	\$ 4.13
2 - 3 years	\$34,012.07	\$0.64	\$1.29	\$1.94	\$2.61	\$3.29	\$0.85	\$1.71	\$2.59	\$3.48	\$ 4.38
3 - 4 years	\$34,862.38	\$0.65	\$1.32	\$1.99	\$2.67	\$3.37	\$0.87	\$1.76	\$2.65	\$3.57	\$ 4.49
4 - 5 years	\$35,734.32	\$0.67	\$1.35	\$2.04	\$2.74	\$3.45	\$0.89	\$1.80	\$2.72	\$3.65	\$ 4.60
Captain											
Bag Run	\$36,108.04	\$0.68	\$1.36	\$2.06	\$2.77	\$3.49	\$0.90	\$1.82	\$2.75	\$3.69	\$ 4.65
Southern	\$42,282.78	\$0.79	\$1.60	\$2.41	\$3.24	\$4.08	\$1.06	\$2.13	\$3.22	\$4.32	\$ 5.45
Restricted	\$47,951.45	\$0.90	\$1.81	\$2.74	\$3.68	\$4.63	\$1.20	\$2.42	\$3.65	\$4.90	\$ 6.18
Unrestricted 0 - 6 months	\$55,757.50	\$1.05	\$2.11	\$3.18	\$4.28	\$5.39	\$1.39	\$2.81	\$4.24	\$5.70	\$ 7.18
Unrestricted 6 months 1 year	\$61,333.25	\$1.15	\$2.32	\$3.50	\$4.70	\$5.93	\$1.53	\$3.09	\$4.67	\$6.27	\$ 7.90
Unrestricted 1 - 2 years	\$64,121.13	\$1.20	\$2.42	\$3.66	\$4.92	\$6.19	\$1.60	\$3.23	\$4.88	\$6.56	\$ 8.26
Unrestricted 2 - 3 years	\$69,696.87	\$1.31	\$2.63	\$3.98	\$5.35	\$6.73	\$1.74	\$3.51	\$5.31	\$7.13	\$ 8.98
Unrestricted 3 - 4 years	\$75,272.63	\$1.41	\$2.84	\$4.30	\$5.77	\$7.27	\$1.88	\$3.79	\$5.73	\$7.70	\$ 9.70
Unrestricted 4 - 5 years	\$80,848.37	\$1.52	\$3.05	\$4.62	\$6.20	\$7.81	\$2.02	\$4.07	\$6.16	\$8.27	\$10.41
Unrestricted 5 - 6 years	\$85,146.92	\$1.60	\$3.22	\$4.86	\$6.53	\$8.23	\$2.13	\$4.29	\$6.48	\$8.71	\$10.97

	Base	Hourly Wage – Sched					Hourly Wage – Charter, Medevac & Training				
		2017	2018	2019	2020	2021	2017	2018	2019	2020	2021
Unrestricted 6 - 7 years	\$90,640.27	\$1.70	\$3.42	\$5.18	\$6.95	\$8.76	\$2.27	\$4.57	\$6.90	\$9.27	\$11.68
Unrestricted 7 - 8 years	\$93,386.95	\$1.75	\$3.53	\$5.33	\$7.16	\$9.02	\$2.33	\$4.70	\$7.11	\$9.55	\$12.03
Unrestricted 8 - 9 years	\$95,721.63	\$1.79	\$3.62	\$5.47	\$7.34	\$9.25	\$2.39	\$4.82	\$7.29	\$9.79	\$12.33
Unrestricted 9 - 10 years	\$96,678.85	\$1.81	\$3.65	\$5.52	\$7.42	\$9.34	\$2.42	\$4.87	\$7.36	\$9.89	\$12.45
Thompson/Sioux Lookout											
First Officer											
0 - 1 year	\$33,175.71	\$0.62	\$1.25	\$1.89	\$2.54	\$3.20	\$0.83	\$1.67	\$2.53	\$3.39	\$ 4.27
1 - 2 years	\$34,179.35	\$0.64	\$1.29	\$1.95	\$2.62	\$3.30	\$0.85	\$1.72	\$2.60	\$3.50	\$ 4.40
2 - 3 years	\$35,127.23	\$0.66	\$1.33	\$2.01	\$2.69	\$3.39	\$0.88	\$1.77	\$2.67	\$3.59	\$ 4.52
3 - 4 years	\$36,005.41	\$0.68	\$1.36	\$2.06	\$2.76	\$3.48	\$0.90	\$1.81	\$2.74	\$3.68	\$ 4.64
Captain											
Restricted	\$53,391.21	\$1.00	\$2.02	\$3.05	\$4.10	\$5.16	\$1.33	\$2.69	\$4.06	\$5.46	\$ 6.88
Unrestricted 0 - 1 year	\$64,896.16	\$1.22	\$2.45	\$3.71	\$4.98	\$6.27	\$1.62	\$3.27	\$4.94	\$6.64	\$ 8.36
Unrestricted 1 - 2 years	\$70,471.91	\$1.32	\$2.66	\$4.02	\$5.41	\$6.81	\$1.76	\$3.55	\$5.37	\$7.21	\$ 9.08
Unrestricted 2 - 3 years	\$76,047.66	\$1.43	\$2.87	\$4.34	\$5.83	\$7.35	\$1.90	\$3.83	\$5.79	\$7.78	\$ 9.80
Unrestricted 3 - 4 years	\$81,623.41	\$1.53	\$3.08	\$4.66	\$6.26	\$7.89	\$2.04	\$4.11	\$6.21	\$8.35	\$10.51
Unrestricted 4 - 5 years	\$87,199.16	\$1.63	\$3.29	\$4.98	\$6.69	\$8.42	\$2.18	\$4.39	\$6.64	\$8.92	\$11.23
Unrestricted 5 - 6 years	\$91,403.85	\$1.71	\$3.45	\$5.22	\$7.01	\$8.83	\$2.29	\$4.60	\$6.96	\$9.35	\$11.77
Medevac											
First Officer	\$41,937.08	\$1.05	\$2.11	\$3.19	\$4.29	\$ 5.40	\$1.05	\$2.11	\$3.19	\$4.29	\$ 5.40
Captain	\$95,600.70	\$2.39	\$4.82	\$7.28	\$9.78	\$12.31	\$2.39	\$4.82	\$7.28	\$9.78	\$12.31
705 Operations											
First Officer (Tier 1)											
0 - 1 year	\$47,393.87	\$0.89	\$1.79	\$2.71	\$3.64	\$4.58	\$1.18	\$2.39	\$3.61	\$4.85	\$6.10

	Base	Hourly Wage – Sched					Hourly Wage – Charter, Medevac & Training				
		2017	2018	2019	2020	2021	2017	2018	2019	2020	2021
1 - 2 years	\$52,969.63	\$0.99	\$2.00	\$3.02	\$4.06	\$5.12	\$1.32	\$2.67	\$4.03	\$5.42	\$6.82
2 - 3 years	\$58,545.37	\$1.10	\$2.21	\$3.34	\$4.49	\$5.66	\$1.46	\$2.95	\$4.46	\$5.99	\$7.54
3 - 4 years	\$64,121.13	\$1.20	\$2.42	\$3.66	\$4.92	\$6.19	\$1.60	\$3.23	\$4.88	\$6.56	\$8.26
4 - 5 years	\$69,697.10	\$1.31	\$2.63	\$3.98	\$5.35	\$6.73	\$1.74	\$3.51	\$5.31	\$7.13	\$8.98
First Officer (Tier 2)											
0 - 1 year	\$32,339.35	\$0.61	\$1.22	\$1.85	\$2.48	\$3.12	\$0.81	\$1.63	\$2.46	\$3.31	\$4.17
1 - 2 years	\$37,915.10	\$0.71	\$1.43	\$2.16	\$2.91	\$3.66	\$0.95	\$1.91	\$2.89	\$3.88	\$4.88
2 - 3 years	\$43,490.85	\$0.82	\$1.64	\$2.48	\$3.34	\$4.20	\$1.09	\$2.19	\$3.31	\$4.45	\$5.60
Captain											
0 - 1 year	\$ 69,696.87	\$1.31	\$2.63	\$3.98	\$5.35	\$ 6.73	\$1.74	\$3.51	\$5.31	\$ 7.13	\$ 8.98
1 - 2 years	\$ 75,272.63	\$1.41	\$2.84	\$4.30	\$5.77	\$ 7.27	\$1.88	\$3.79	\$5.73	\$ 7.70	\$ 9.70
2 - 3 years	\$ 80,848.37	\$1.52	\$3.05	\$4.62	\$6.20	\$ 7.81	\$2.02	\$4.07	\$6.16	\$ 8.27	\$10.41
3 - 4 years	\$ 89,212.00	\$1.67	\$3.37	\$5.09	\$6.84	\$ 8.62	\$2.23	\$4.49	\$6.79	\$ 9.12	\$11.49
4 - 5 years	\$ 94,787.75	\$1.78	\$3.58	\$5.41	\$7.27	\$ 9.16	\$2.37	\$4.77	\$7.22	\$ 9.69	\$12.21
5 - 6 years	\$100,363.50	\$1.88	\$3.79	\$5.73	\$7.70	\$ 9.70	\$2.51	\$5.06	\$7.64	\$10.26	\$12.93
6 - 7 years	\$103,151.37	\$1.93	\$3.90	\$5.89	\$7.91	\$ 9.96	\$2.58	\$5.20	\$7.85	\$10.55	\$13.29
7 - 8 years	\$104,182.89	\$1.95	\$3.94	\$5.95	\$7.99	\$10.06	\$2.60	\$5.25	\$7.93	\$10.66	\$13.42
8 - 9 years	\$105,224.72	\$1.97	\$3.98	\$6.01	\$8.07	\$10.17	\$2.63	\$5.30	\$8.01	\$10.76	\$13.55
9 - 10 years	\$106,276.96	\$1.99	\$4.02	\$6.07	\$8.15	\$10.27	\$2.66	\$5.35	\$8.09	\$10.87	\$13.69
Multi-Type Pay											
Captain	\$318.44										
First Officer	\$159.22										

SCHEDULE 2

	<h3 style="margin: 0;">Metro Pilot Bid Sheet</h3> <p style="margin: 0; font-size: small;">PAL-FO-FORM059 (Rev. 1) May 25, 2015</p>																						
<h4 style="margin: 0;">Requested Day-Off (RDO) Guidelines</h4> <ul style="list-style-type: none"> You can request up to eight (8) days-off per month. You can take a maximum of six (6) days-off in a row. Monthly vacation-time used limits the amount of RDO you can use for that same month: <ul style="list-style-type: none"> If you take 1 week of vacation, you can only use 6 RDOs (max 4 added to holidays) If you take 2 weeks of vacation, you can only use 4 RDOs (max 2 added to holidays) If you take 3 weeks of vacation, you cannot use any RDOs during the same month. You cannot take days-off when monthly training is scheduled without prior approval. Completed bid sheets must be emailed to crewscheduler@perimeter.ca by 4pm on the 10th day of the month to be considered. 																							
<h4 style="margin: 0;">RDO Details</h4> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Name:</td> <td style="width: 50%;">Month:</td> </tr> <tr> <td colspan="2" style="text-align: right; font-size: x-small;">+</td> </tr> <tr> <td colspan="2" style="text-align: right; font-size: x-small;">If yes, how many days?</td> </tr> <tr> <td>Are you willing to work more than 16 days a month?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Are you willing to work overnight Charters?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Are you willing to "line indoc"? Check all that apply:</td> <td><input type="checkbox"/> PIC <input type="checkbox"/> FO <input type="checkbox"/> N/A</td> </tr> <tr> <td>Are you willing to work a week away from base?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Are you willing to fly multi-type aircraft for a multi bonus?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>If yes, what types?</td> <td><input type="checkbox"/> Merlin <input type="checkbox"/> Metro 2 <input type="checkbox"/> Metro 3 <input type="checkbox"/> Dash 8</td> </tr> <tr> <td>Are you willing to work in Medevac?</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>If yes, what is your preferred Medevac base?</td> <td><input type="checkbox"/> YTH1 <input type="checkbox"/> YTH2 <input type="checkbox"/> CYCR <input type="checkbox"/> CYOH <input type="checkbox"/> CYIV</td> </tr> </table>		Name:	Month:	+		If yes, how many days?		Are you willing to work more than 16 days a month?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you willing to work overnight Charters?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you willing to "line indoc"? Check all that apply:	<input type="checkbox"/> PIC <input type="checkbox"/> FO <input type="checkbox"/> N/A	Are you willing to work a week away from base?	<input type="checkbox"/> Yes <input type="checkbox"/> No	Are you willing to fly multi-type aircraft for a multi bonus?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what types?	<input type="checkbox"/> Merlin <input type="checkbox"/> Metro 2 <input type="checkbox"/> Metro 3 <input type="checkbox"/> Dash 8	Are you willing to work in Medevac?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, what is your preferred Medevac base?	<input type="checkbox"/> YTH1 <input type="checkbox"/> YTH2 <input type="checkbox"/> CYCR <input type="checkbox"/> CYOH <input type="checkbox"/> CYIV
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